



## **EXECUTIVE COMMITTEE NOTICE/AGENDA**

Posted at [www.scdd.ca.gov](http://www.scdd.ca.gov)

**DATE:** Tuesday, May 14, 2013

**TIME:** 10:00 a.m. – 1:00 p.m.

**LOCATION:** Hilton Sacramento Arden West  
2200 Harvard Street  
Sacramento, CA 95815-3306

### **TELECONFERENCE SITES:**

#### **Area Board 11:**

2000 E. Fourth Street, Suite 115  
Santa Ana, CA 92705

#### **Area Board 12:**

650 E Hospitality Lane, Suite 280  
San Bernardino, CA 92408-3584

*Pursuant to Government code Sections 11123.1 and 11125(f), individuals with disabilities who require accessible alternative formats of the agenda and related meeting materials and/or auxiliary aids/services to participate in this meeting should contact Robin Maitino at (916) 322-8481 or email [Robin.Maitino@scdd.ca.gov](mailto:Robin.Maitino@scdd.ca.gov). Requests must be received by 5:00 pm **May 8, 2013**.*

## **AGENDA**

- 1. CALL TO ORDER** J. Allen
- 2. ESTABLISHMENT OF QUORUM** J. Allen
- 3. WELCOME/INTRODUCTIONS** J. Allen/J. Aguilar
- 4. PUBLIC COMMENTS**  
*This item is for members of the public only to provide an opportunity to comments and/or present information to the Committee on matters **not** on the agenda. Each person will be afforded up to three minutes to speak. Written requests, if any, will be considered first. The Committee will provide a public comment period, not to exceed a total of seven minutes, for public comment prior to action on each agenda item.*
- 5. EXECUTIVE DIRECTOR RECRUITMENT EFFORT** J. Aguilar  
Initial meeting and candidate profile with CPS Human Resources for new SCDD Executive Director.
- 6. ADJOURNMENT** J. Allen



## **DRAFT**

### **Ad-Hoc Search Committee Tuesday, March 19, 2013**

#### **Members Present**

Jorge Aguilar  
Sascha Bittner  
Lisa Davidson  
Ted Martens  
Kyle Minnis (phone)  
Bill Moore  
Robin Hansen

#### **Members Absent**

Dan Clift  
Stacey McQueen  
Kashe Rowland-Smith

#### **Others Attending**

Melissa Corral  
Szandra Keszthelyi

#### **1. CALL TO ORDER**

Jorge Aguilar, Chairperson called the meeting to order at 9:10 a.m.

#### **2. ESTABLISHMENT OF QUORUM**

A quorum was established.

#### **3. WELCOME AND INTRODUCTIONS**

Jorge Aguilar welcomed everyone to the Ad-Hoc Search Committee. Members and others attending introduced themselves.

#### **4. PUBLIC COMMENT**

There were no public comments.

#### **5. APPROVAL OF JANUARY 2013 MINUTES**

It was moved/seconded (Hansen/Minnis) and carried to approve the January 17, 2013 Ad-Hoc Search Committee minutes as presented.

## 6. ACTION/DISCUSSION ITEMS

Jorge Aguilar explained that during this committee meeting they would be discussing the Executive Director job announcement and the use of CPS HR Consulting to provide recruitment services for a new Executive Director. He also asked the committee to think about how they would like to move forward. Whatever actions were approved at today's committee meeting would be presented tomorrow at the March 20, 2013 Council meeting.

Kyle Minnis asked if the committee was able to bring the approved motions to the full Council on March 20, 2103 because of Bagley-Keene. He also asked the committee if they needed to open it up to the public first prior to bringing it to the full Council. Jorge Aguilar explained that the motions approved at today's committee meeting could be brought to the full Council on March 20, 2013 because they are on the March Council meeting agenda.

Melissa Corral explained that the SCDD can enter into an interagency agreement with CPS HR Consulting immediately and not a Request for Proposal (RFP) because CPS HR Consulting is a quasi-governmental agency. An RFP could be a 90+ day process. Because CPS HR Consulting is on the California Multiple Award Schedules (CMAS) list, the SCDD can contract with them immediately.

Sascha Bittner asked if the SCDD can afford the cost of hiring CPS HR Consulting. Jorge Aguilar explained that because of current vacancies we do have the funds.

Jorge Aguilar then walked the committee through the entire CPS HR Consulting recruitment proposal. He explained that per their information CPS HR Consulting is a quasi-governmental agency, they have a candidate placement retention rate that averages more than 5 years, and their client satisfaction rating averages 4.6 on a scale of 5. CPS HR Consulting has projected a time line of four months but because the committee has developed some of the work, Mr. Aguilar thinks the work can be completed in maybe three months.

Jorge Aguilar explained that the base professional fee for this executive recruitment service is \$16,500 with an additional \$5,000-6,000 for

advertising, brochure design/printing, mailing, background check on two candidates, and other recruitment expenses.

Ted Martens asked if the Council can pay for people to travel to the interview. Melissa Corral explained the state rules state we cannot pay for travel costs for prospective interviewees. Mr. Martens asked if CPS HR Consulting can write it into the contract. Ms. Corral stated that the SCDD would have to look into it, without going around state rules. Mr. Martens would like the SCDD to look into how we can pay the cost of travel for potential interviewees.

Sascha Bittner asked if the SCDD contracts with CPS HR Consulting are we eliminating participation of people with developmental disabilities and their families. Jorge Aguilar explained that the goal is to be as open and transparent as possible.

It was asked if there would be an opportunity for the public to ask the interviewees questions. Melissa Corral explained that in the past there was not public input because the interviews were done in closed door so that people who were interviewing could not find out the questions ahead of time.

Robin Hansen expressed that using CPS HR Consulting could be useful because it could get a larger pool of applicants since last time this process was completed the Council did not receive many applicants.

Jorge Aguilar reminded the committee that whatever process this committee approves it has been intended that candidate recommendations go to the Executive Committee then the full Council.

Ted Martens discussed and recommended that the Ad-Hoc Search Committee participate with and advise the Executive Committee for the first step of the recruitment process. This would consolidate to one step saving time and money. Then the Ad-Hoc Search Committee members participating with the Executive Committee can make a recommendation to the full Council. There was discussion that the Ad-Hoc Search Committee would join the Executive Committee as visitors (non-voting members) Ad-Hoc Committee members agreed to this

concept and all wanted to continue to participate in the selection process as calendaring allowed.

There was discussion by the committee about relocation costs for the next Executive Director. Melissa Corral explained that the SCDD does pay for relocation costs for existing CA state employees who are receiving a promotion; otherwise there is no relocation cost. Kyle Minnis expressed that he would like to see the Council try to pay for relocation costs for everyone, not just current state employees. Jorge Aguilar clarified that what Ms. Corral was explaining is that because of state rules we don't have very much discretion but can only pay relocation costs for existing CA state employees who are receiving a promotion.

Jorge Aguilar talked about the scope of services offered by CPS HR Consulting. Phase one would develop the ideal candidate profile and recruitment strategy, phase 2 would outline the recruitment process, and phase three would be the selection process.

Robin Hansen asked if SCDD staff get to participate in the Executive Director interview process. Melissa Corral explained that they do not.

It was moved/seconded (Marten/Minnis) and carried to propose to the Council that it enter into an interagency agreement with CPS HR Consulting for the recruitment process for an Executive Director.

## **7. ADJOURNMENT**

Meeting was adjourned at 11:10 a.m.

AGREEMENT NUMBER

**CPSHR1314**

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California State Council on Developmental Disabilities

CONTRACTOR'S NAME

Cooperative Personnel Services (CPS HR Consulting)

2. The term of this Agreement is: May 1, 2013 through June 30, 2014

3. The maximum amount of this Agreement is: \$ 23,500.00  
TWENTY-THREE THOUSAND AND FIVE HUNDRED DOLLARS AND ZERO CENTS

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 5 page(s)

Exhibit B – Budget Detail and Payment Provisions 4 page(s)

Exhibit B – Attachment 1 1 page

Exhibit C\* – General Terms and Conditions GTC 307

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 4 page(s)

☐ Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 1 page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Cooperative Personnel Services (CPS HR CONSULTING)

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Roger Ganse, State Practice Leader

ADDRESS

241 Lathrop Way  
Sacramento, California 95815

**STATE OF CALIFORNIA**

AGENCY NAME

California State Council on Developmental Disabilities

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Roberta Newton, Interim Executive Director

ADDRESS

1507 - 21<sup>st</sup> Street, Suite 210, Sacramento, CA 95811

**California Department of General  
Services Use Only**

☐ Exempt per:

## **EXHIBIT A**

### **Scope of Work**

#### **Introduction**

The State Council on Developmental Disabilities is seeking Executive Recruiting assistance to fill the position of the Executive Director. Cooperative Personnel Services (CPS) will assist the State Council on Developmental Disabilities in the recruitment of an Executive Director.

#### **Background**

CPS will customize their services based on individual needs and requirements. Outlined below are the services that will be provided. CPS will work with the State Council on Developmental Disabilities and the Executive and Ad-Hoc Committees and any other key stakeholders to accomplish this important undertaking.

The process starts with Phase I, where the CPS consultant will meet with the State Council's Executive Committee, Ad-Hoc Committee and any other designated key stakeholders, to ascertain the State Council's needs, community needs, and ideal candidate attributes to target our search efforts and maximize candidate fit with the State Council.

Phase II outlines the recruiting process, which is tailored to fit the State Council's specific wants and needs, with targeted advertising, combined with personal contact to qualified individuals from our database.

Phase III, the selection process is also customized for the State Council. CPS will work with the Executive Committee to determine the process best suited to the State Council.

#### **Review and Finalize Executive Search Process and Schedule**

A critical first step in this engagement is a thorough review of the search process and schedule with the Executive and Ad Hoc Committees as directed by the State Council.

#### **Receive Input from Others**

As desired by the State Council, CPS HR will meet with any other stakeholders to obtain additional input in developing the ideal candidate profile and helping CPS HR understand key issues and challenges that will face a new Executive Director in the State Council. The specific nature of the involvement process would be developed in consultation with the Committees. This will include, but not be limited to consultation with the Area Board Executive Directors. In addition, any person who may have an interest in applying for the position and is also a targeted stakeholder, should recuse

themselves from this process. The results of the above activities will be summarized by CPS HR and provided to the State Council as an additional source of information for developing the candidate profile and selection criteria.

### **Development of Candidate Profile and Recruitment Strategy**

In developing the candidate profile and recruitment strategy, CPS HR will meet with the Executive and Ad Hoc Committees and other key stakeholders as desired. These meeting(s) will result in the identification of the personal and professional attributes required of the new Executive Director.

### **Prepare Recruitment Brochure**

CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the Committees for review prior to printing. In addition, advertisements will be prepared and placed for publication in appropriate magazines, journals, newsletters, job bulletins, and on web sites to attract candidates on a nationwide or targeted basis, depending on the preference of the Committees.

### **Identify and Contact Potential Candidates**

This very crucial task will include a variety of activities designed to attract the best available candidates. In addition to the placement of advertisements in appropriate professional journals, CPS HR will:

- Contact respected and experienced human services executives to identify outstanding potential candidates on a referral basis. CPS HR will need to gain an understanding of the specific skills desired for the Executive Director in order to develop the appropriate outreach strategy. CPS HR will maintain a comprehensive, up to date database of such professionals; however, they will not rely solely upon their current database. CPS HR will also conduct specific research to target individuals relevant to the State Council's specific needs and expectations to ensure that they are thorough in their efforts to market this position to the appropriate audience to garner a diverse and quality pool of candidates. These individuals, as well as potential candidates, will be contacted very soon after they have received a recruitment brochure to maximize the impact of the multiple contacts.
- Select top quality candidates for consideration from past recruitments.
- Provide each potential candidate with a copy of the recruitment brochure transmitted with a personal letter.
- Contact potential candidates by telephone to explain the career opportunity, answer questions, and encourage them to submit a resume. This component necessitates multiple conversations with the same person to pique their interest and to answer their questions.
- Communicate to candidates, through advertising materials and verbally, with a strong sense of the purpose and strategy of the State Council.



### **Resume Review and Personal Interviews**

All resumes will be submitted directly to CPS HR for initial screening. This screening process is specifically designed to assess the personal and professional attributes the State Council is seeking, as well as:

- A thorough review of each candidate's resume and other supporting materials and subsequent contact with the most qualified candidates to arrange personal interviews, working in conjunction with the Committees, throughout the process.
- Personal interviews with the candidates who appear to best meet the State Council's needs will typically include approximately 10-15 candidates. CPS HR will spend quality time ascertaining each candidate's long term career goals and reason(s) why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. CPS HR will also gather data on any other unique aspects specific to this recruitment based upon the candidate profile.
- CPS HR will conduct internet research on each candidate interviewed, to include newspaper articles and blog checks.

### **State Council Selects Finalists**

At the conclusion of the previous tasks, CPS HR will prepare a written report on the recruitment that summarizes the results of the process and recommends approximately 5 – 8 candidates for further consideration by the Committees. This report will include the candidate resumes and a profile on each candidate's background. The candidate profile includes a summary of current responsibilities and an assessment of each candidate's potential fit. CPS HR will meet with the Executive and Ad-Hoc Committees to review the report and to assist in selecting a group of finalists for further evaluation.

The meeting will include CPS HR assessment of each candidate based on the preliminary screening interview conducted with each of the candidates. The report will have candidates categorized into two groups – a top tier (group 1) of those candidates that CPS HR assesses as the most qualified candidates based on the needs of the State Council, and a second tier (group 2) that includes candidates who, based on the CPS HR assessment, do not possess the requisite qualifications to be a strong candidate for the position/organization. Based on this assessment and discussion, the Committees will then decide which of the candidates they wish to invite to a finalist assessment process.

### **Design Selection Process**

Based on the results of the meeting conducted in Phase I, CPS HR will design a selection process to be utilized by the Committees and the State Council in assessing

the most qualified final candidates. This process will include an in-depth interview with each candidate, but may also include other selection tools such as oral presentation, preparation of written materials, and problem-solving exercises. CPS HR will meet with the Committees and the State Council to review this process and discuss the best approach to meet the State Council's needs.

### **Administer Selection Process**

CPS HR will coordinate all aspects of the selection process for the Committees with input from the Committee Members. This includes contacting both the successful and unsuccessful candidates, preparing appropriate materials such as interview questions and evaluation manuals, facilitating the interviews, and assisting the Committees with deliberation of the results of the assessment process. There will be a minimum of two interviews of the prospective candidates by Council Members, the first by the Committee(s) and the second by the Full Council. The last interview by the Council will complete the selection of the new State Council Executive Director.

### **Arrange Follow-up Interviews, Final Assessment Process, In-Depth Reference and Background Checks)**

Following the completion of the selection process, CPS HR will be available to complete the following components:

- *Reference Checks:* the in-depth reference checks are a comprehensive 360 evaluation process whereby CPS HR will speak with elected officials as well as current and previous supervisors, peers and subordinates. The candidates are requested to provide a minimum of ten reference sources. A written summary of the reference checks is provided to the State Council on Developmental Disabilities.
- *Background Checks:* CPS HR will arrange for a background records check of an applicant's driving record, court and credit history, education verification, newspaper article research and other sensitive items.

CPS HR will follow-up once the State Council has selected a new Executive Director. CPS HR will contact both the State Council and the newly appointed Executive Director within six months of appointment to ascertain if effective transitions have occurred.

### **Two-Year Guarantee**

If the candidate selected and appointed by the State Council, as a result of a full executive recruitment, terminates employment for any reason before the completion of the first two years of service, CPS HR will provide the State Council with whatever professional services are required to appoint a replacement. Professional consulting services will be provided at no cost. The State Council would be responsible for reimbursable expenses only.

**Proposed Project Timeline**

Initial Meeting - Candidate Profile - Draft Brochure:	May 14-15, 2013
Brochure Approved/Printed Place Ads:	May 20, 2013
Recruiting:	May 20-June 28, 2013
Final Filing Date:	June 28, 2013
Preliminary Screening	July 12, 2013
Present Leading Candidates/Committees Select Finalists	July 16, 2013
Committees Interview	August 6, 2013
Committees Interview Top Finalists	August 13, 2013
State Council conducts interview and makes appointment	September 18, 2013

The project representatives during the term of the agreement will be:

**State Council on Developmental Disabilities**

1507 – 21<sup>st</sup> Street, Suite 210  
Sacramento, CA 95811  
ATTN: Szandra Keszthelyi  
(916) 322-5521

**Cooperative Personnel Services**

241 Lathrop Way  
Sacramento, CA 95815  
ATTN: Pam Derby  
(916) 471-3126

**EXHIBIT B**  
**Budget Detail and Payment Provisions**

**1. INVOICING AND PAYMENT**

The maximum amount payable under this agreement shall not exceed \$23,500.00 in the Fiscal Year 2012-13 and 2013-14.

FY 2012-13 = \$17,625.00

FY 2013-14 = \$ 5,875.00

- A. For services satisfactorily rendered according to the Scope of Work and the terms, conditions and exhibits of this agreement, and upon receipt and approval of invoices, the California State Council on Developmental Disabilities (SCDD) agrees to compensate Cooperative Personnel Services (CPS HR) for actual expenditures incurred in accordance with the rates specified in Exhibit B, Attachment 1. SCDD Contract Manager will not accept an invoice for which work has not been approved and will return the invoice as a disputed invoice to the Contractor.
- B. Invoices shall be submitted not more frequently than monthly in arrears after receiving notice of satisfactory completion or acceptance of work by State Council Contract Manager. Contractor shall submit one (1) copy of the invoice bearing Agreement number and dates of service to:

**State Council on Developmental Disabilities**  
**1507 – 21st Street, Suite 210**  
**Sacramento, CA 95811**  
**Attn: Contract Manager**

- C. Monthly invoices shall be submitted for payment within 30 days following the end of each calendar month in which work was performed and costs incurred in the performance of the agreement, unless the contract has reached the expiration or termination date. Timely Submission of Final Invoice or alternate deadline is agreed to in writing by the Program Contract Manager. Undisputed invoices shall be paid within 45 days of the date received by the State Council's Fiscal Services, Accounting. Costs and/or expenses deemed unallowable are subject to recovery by the State Council. (See item number 6 in this exhibit entitled, "Recovery of Overpayments
- D. Invoices should be printed on Contractor's letterhead and signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract. Invoices must also include at a minimum the following information:
- Agreement number
  - Invoice number
  - Invoice date
  - Identify the billing and/or performance period covered by the invoice
  - Description of the work performed

- Itemized cost breakdown in the same or greater level of detail as indicated in this agreement.
  - Original receipts of actual out-of-pocket expenses must be pre-approved by the State Council Contract Manager or designee.
  - Total dollar amount being billed for the statement period.
- E. It shall be the contractor's responsibility to ensure that all charges invoiced are on the allowable list at the time the expenses were incurred.

The contractor shall also be responsible for ensuring that copies of all past and current allowable lists(s) are kept on file.

## **2. STATE BUDGET CONTINGENCY CLAUSE**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State Council will have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State Council will have the option to either: cancel this Agreement with no liability occurring to the State Council or offer an Agreement Amendment to Contractor to reflect the reduced amount.

## **3. FOR CONTRACTS WITH FEDERAL FUNDS**

- A. All contracts, except for state construction projects, that are funded in whole or in part by the federal government must contain a 30-day cancellation clause and the following provisions:
1. It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
  2. This Agreement is valid and enforceable only if sufficient funds are made available to the state by the United States Government for the fiscal year for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by any statute enacted that may affect the provisions, terms, or funding of this contract in any manner.
  3. The parties mutually agree that if sufficient funds are not appropriated for the program, this Agreement shall be amended to reflect any reduction in funds.
  4. The department has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

5. Upon 30-day notice, from either party notifying the other party of the intent to cancel this Agreement.

#### **4. PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. An incomplete/disputed invoice will be returned to Contractor per Government Code, Chapter 4.5, Section 927.6. Time specified for prompt payment in Government Code, Chapter 4.5, Section 927.4 commences upon submittal of a completed/undisputed invoice.

#### **5. CONTRACTOR PAYMENT**

- A. Contractor will be paid in accordance with Exhibit B, Attachment 1, upon successful completion of work and final approval from the State Council Contract Manager, not to exceed the total dollar amount of the Agreement. Such work will be at the direction of the State Council on Developmental Disabilities' Contract Manager or designee.

#### **6. TIMELY SUBMISSION OF FINAL INVOICE**

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, Unless a later or alternate deadline is agreed to in writing by the State Council Contract Manager. Said invoice should be clearly marked "FINAL INVOICE", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice, if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this agreement.

#### **7. RECOVERY OF OVERPAYMENTS**

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
  1. Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment; or
  2. A repayment schedule which is agreeable in writing to both the State and the Contractor.
- B. The State reserves the right to select which option will be enforced and the will be notified by the State in writing of the claim procedure to be utilized.

- C. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached.

8. **PROJECT REPRESENTATIVE**

The Project Representative during the term of this agreement will be:

**State Council on Developmental Disabilities**

Szandra Keszthelyi, Personnel

(916) 322-5521

[Szandra.keszthelyi@scdd.ca.gov](mailto:Szandra.keszthelyi@scdd.ca.gov)

**Cooperative Personnel Services (CPS HR)**

Pam Derby, Executive Recruiter

(916) 471-3126

[pderby@cps.ca.gov](mailto:pderby@cps.ca.gov)

**EXHIBIT B,**  
Attachment 1

**BUDGET:**

The maximum amount of this Agreement is not to exceed \$23,500.00.

- A. The professional fee for this service will be a flat rate of \$16,500.00
- B. Estimated reimbursable recruitment expenses of \$7,000.00
- C. Total amount for this contract is not to exceed \$23,500.00



**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

1. **TERMINATION FOR CONVENIENCE**

The State may terminate performance of work under this Agreement for any reason the State determines that such termination is in the best interests of the State. A written notice will be provided to Contractor at least thirty (30) days prior to the termination.

2. **CONTRACTOR OVERPAYMENTS**

If it is determined that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) requesting in writing that Contractor refund the overpayment amount within thirty (30) days after receipt of notice; or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment is not received within thirty (30) days from the date of notice.

3. **ACCOUNTING REQUIREMENTS**

Contractor shall establish an accounting system using generally accepted accounting principles that will provide information for reports to the State and which will provide documentation for the fiscal activities of the organization related to this Agreement. The accounting system must include adequate cost accounting procedures that will provide accurate costing for contractual amendments, and for any other costs incurred which relate to payment claimed by Contractor.

4. **SERVICE STANDARDS**

Contractor agrees to comply with all state and federal laws and regulations which are applicable to the services to be provided under this Agreement. In the course of providing such services, Contractor agrees to treat all people with developmental disabilities in a manner that assures their safety, health, rights, dignity, and privacy as specified in, Welfare and Institutions Code, Section 4500; California Code of Regulations, Title 17, Subchapters 5 and 8 and Title 22, Code of Regulations, Sections 70707, 72527 and 76525.

5. **AGREEMENT TITLES STATEMENT**

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope of intent of the clauses to which they pertain.

**6. LIMITATION OF STATE LIABILITY**

The liability of the State under this Agreement shall not exceed the amount of funds appropriated for this Agreement by the California Legislature.

**7. RESOLUTION OF AGREEMENT DISPUTES**

- A. Should any questions or conflicts arise regarding the interpretation or performance of the Agreement, an attempt shall be made by the Contractor and the Project Representative responsible for the agreement to discuss and resolve the matter.
- B. If resolution is not reached, the Contractor shall notify the Deputy Director of Administration (DDA), in writing of the dispute within fifteen (15) days of the discussion between the Contractor and the Project Representative.
- C. Any dispute concerning interpretation or performance of this Agreement shall be decided by the Officer who shall state the factual basis for his/her decision in writing and shall serve a copy of the decision on the Contractor. The DDA decision shall be rendered within thirty (30) days of receipt of a dispute submitted by the Contractor.
- D. In the event the State terminates this Agreement, the State may procure, upon such terms and such manner as the Project Representative may deem appropriate, supplies or services similar to those terminated, the Contractor shall be liable to the State for any excess costs reasonably incurred for such supplies or services similar to those terminated. In the event of a termination for default, Contractor shall be paid at the rate specified in the Agreement for the period of satisfactory performance prior to the effective date of cessation of work as provided in the notice of termination.

**8. NOTICE OF TERMINATION OF AGREEMENT**

- A. If the State terminates this Agreement for any reason, it may fix a date for the cessation of Contractor's performance under the terms of this Agreement. The State shall notify Contractor in writing of its decision to terminate the Agreement. The termination notice shall contain the date upon which the Contractor shall cease performance under the terms of this Agreement. During the period between the Notice of Termination and the date fixed for cessation of performance, Contractor agrees to continue to satisfactorily perform all of the terms and provisions of this Agreement. In addition Contractor agrees to cooperate with the State and any successor Contractor during this transition period.

B. The State may extend the date specified in any notice of termination or any subsequent extension thereof to any date in the future and Contractor agrees to continue to satisfactorily perform the terms and conditions of this Agreement until the new date. Contractor shall be paid at the same rate provided in the Agreement for the extension period for all services which are satisfactorily performed.

9. **PROCEDURES FOR TERMINATION OF AGREEMENT**

Upon receipt of a notice of termination Contractor shall take such steps as are reasonably necessary to prepare to terminate its operations on the date specified in the notice of termination or any extension thereof.

10. **WAIVER OF BREACH**

No waiver of any breach of this Agreement shall be held as a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the State to enforce at any time any of the provisions of this agreement or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this agreement or any part thereof or the right of the State to thereafter enforce each and every provision.

11. **CLIENT CONFIDENTIALITY**

All information and records regarding any client obtained in the course of providing services under this Agreement shall be confidential in accordance with Welfare and Institutions Code, Sections 5328 and 4514, et seq.

12. **PROFESSIONAL RESPONSIBILITY**

In accordance with the California Code of Regulations, Title 22, Division 5, Section 70713, Contractor is hereby notified the facility retains all professional and administrative responsibility for services rendered under this Agreement. In addition, Sections 70713, 76507, and 72511 require that when acting as a consultant. Contractor shall apprise the facility Administrator of recommendations, plans for Implementation and continuing assessment through dated and signed reports which shall be retained by the Administrator for follow-up action and evaluation of performance.

### **13. CONFIDENTIALITY OF DATA**

To the extent permitted by the California Public Records Act (GOVT. CODE §§ 6250-6276.48), all financial, statistical, personal, technical, and other data and information relating to the State's operations, that is designated confidential by the State and made available to Contractor in order to carry out this contract, or which become available to Contractor in carrying out this contract, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

## **EXHIBIT E ADDITIONAL PROVISIONS**

### **CONSULTANT SERVICES PROVISIONS**

#### **1. RESUMES**

If this Agreement is for \$5,000 or more, a resume for each participant who will exercise a major role in the project is attached here to and made a part of this Agreement. Prior approval by the SCDD Project Representative is required before any changes in personnel can be made to this project (SCM, Section 3.02.1, and A.1).

#### **2. FINANCIAL DISCLOSURE**

Contractor understands that a financial disclosure statement may be required to be filed depending on the nature of the Agreement. Title 2, California Code of Regulations, Section 18701(C) (2), defines the term "consultant," and the type of consultant services which make a state consultant either subject to or exempt from, the financial disclosure requirements of the Political Reform Act of 1974, Government Code, Section 87100, et seq. If a financial disclosure statement is required, as determined by the State, you will be obligated to file a statement of economic interest as described in the California Code of Regulations, Section 50300.

#### **3. FINAL MEETING**

If requested, Contractor shall hold a final meeting with the SCDD Project Representative to present the findings, conclusions, and recommendations of Contractor. In addition, Contractor shall submit a written comprehensive final report if requested by the SCDD Project Representative. Both the final meeting and the final report, if required, must be completed on or before the termination date (SCM 3.02.1, 8.5. and 6.).

#### **4. CONTRACTOR EVALUATIONS**

Contractor is advised that performance under this Agreement is required to be evaluated within sixty (60) days of completion of the services if the Agreement is for \$5,000 or more {Public Contract Code, Section 10369}.